

The Chicago Tribune

VOLUME 27.

CHICAGO, WEDNESDAY, AUGUST 5, 1874.

NUMBER 347.

HALL & BARTLETT,

The Great Carriage Manufacturing House of the West.
We have in stock the Largest Assortment of Home-Made Carriages in Chicago, consisting of
SADDLERS, CLARENCE BRETTS, COUPES, ROCKAWAYS, PARK PHAETONS, Extension and Half-Top Carriages, LADIES' PHAETONS, Light and Heavy Buggies and Road Wagons in great variety, which we will sell at prices that defy competition.

AMERICAN LINE.

For the Line Carrying the United States Flag.
Sailing weekly between Philadelphia and Liverpool.
Call on Intermediate, and Steamer Agents.
ACCOMMODATIONS UNSURPASSED.

GUION LINE.

First-Class Iron Steamships.
Between New York and Liverpool.
Call on the Agents at Queensbury.
Sailing the United States Mail.

SAFETY AND COMFORT.

Passengers booked to and from the principal European ports.
First-Class Iron Steamships.
Between New York and Liverpool.
Call on the Agents at Queensbury.
Sailing the United States Mail.

COAL.

At the lowest market rates, or by car load or otherwise.
Call on the Agents at Queensbury.
Sailing the United States Mail.

STATE LINE.

At the lowest market rates, or by car load or otherwise.
Call on the Agents at Queensbury.
Sailing the United States Mail.

COAL.

At the lowest market rates, or by car load or otherwise.
Call on the Agents at Queensbury.
Sailing the United States Mail.

COAL.

At the lowest market rates, or by car load or otherwise.
Call on the Agents at Queensbury.
Sailing the United States Mail.

COAL.

At the lowest market rates, or by car load or otherwise.
Call on the Agents at Queensbury.
Sailing the United States Mail.

COAL.

At the lowest market rates, or by car load or otherwise.
Call on the Agents at Queensbury.
Sailing the United States Mail.

COAL.

At the lowest market rates, or by car load or otherwise.
Call on the Agents at Queensbury.
Sailing the United States Mail.

COAL.

At the lowest market rates, or by car load or otherwise.
Call on the Agents at Queensbury.
Sailing the United States Mail.

COAL.

At the lowest market rates, or by car load or otherwise.
Call on the Agents at Queensbury.
Sailing the United States Mail.

STUDEBAKER BROTHERS,

283 & 285 Wabash-av.
ESTABLISHED 1852.
SOUTH BEND, IND.

B-4

You get on the cars to-night, buy your Periodicals at the

'BUSY CORNER,'

State & Madison.
F. S. STEWART & CO.,
NEWSMEN,
202 State-st., and the "Busy Corner,"
State and Madison-sts.

GREAT FIRE SALE

Continued until every article is sold. COME EARLY in the morning and avoid the RUSH.

MANDEL BROTHERS

63 & 65 Washington-st.,
Between State and Dearborn-sts.

GALE'S NEW DOUBLE MAP OF ILLINOIS

Is now ready for sale. The objects proposed by the author are to give a correct and complete map of the State, showing its boundaries, cities, towns, villages, rivers, lakes, and other geographical features.

RAILWAY, HOTEL, COACH & BUS CANNELLES,

At Wholesale and Retail.
DICKENSON & CO., 44 STATE-ST.
REAL ESTATE.

A Very Choice Corner,

100 Feet, East Front, on
GRAND BOULEVARD

FOR SALE AT A SACRIFICE,

(FOR ONE WEEK ONLY.)
B. F. JACOBS, Real Estate,
110 DEARBORN-ST.

ARTISTIC TAILORING.

10 PER CENT DISCOUNT
On all Garments ordered in July and August.
ELY & CO., Importing Tailors,
Wabash-av. cor. Monroe-st., Chicago.

BASE BALL.

Mutuals vs. White Stockings.
Wednesday, Aug. 5, at 3:40 p. m.
Tickets for sale at Kelley Bros., 88 Madison-st., and also at the Twenty-second-st. Stand.

FRANK R. GROUT.

GLASS, BOARD, AND METAL SIGNS,
TO RENT.

LUMBER OR COAL DOCK

TO RENT OR FOR SALE. 150 feet front on Twelfth-st., running back to the Empire Bldg., with a fine view of the city. Apply to M. E. PETER, 163 Washington-st., Basement.

FINANCIAL.

W. F. THORNTON & SON,
Bankers and Brokers, 100 Madison-st., Chicago.

A THRICE-TOLD TALE.

Mrs. Tilton Gives the Last Version.

Her Love for Her Husband an Absorbing Feeling.

Yet It Did Not Prevent Her from Liking Beecher More.

The Witness Successfully Impasses Her Own Veracity.

She Wrote Letters, Contradicted Them, and Knows Not What She Wrote.

She Only Knows that She Slandered Beecher and Stabbed Her Mother.

Mr. Tilton Bids a Last Farewell to the Committee.

He Proposes to Bring the Case into a Court of Law.

Moulton Again in Brooklyn and Ready to Testify.

MRS. TILTON'S TESTIMONY.

New York, Aug. 4.—Mrs. Tilton's testimony before the Plymouth Church Investigating Committee will be published to-morrow. The following is a synopsis of all that is of interest, and not heretofore published: The examination begins with an apparent purpose to show that Tilton neglected his wife from a very early period of their married life. Mrs. Tilton states that she was frequently sick, and her physician said that she was in a delicate condition.

Question—What was the trouble in point of fact?

Answer—Well, any one of you gentlemen, I think, would have cared for my family as much as Theodore did. I was left entirely with my servants, and they were very poor servants. I could not have my mother very near me, because it was impossible for her to live with us on account of disagreement with Mr. Tilton. Tilton was dissatisfied with his home and with his wife's management, and was harsh in his criticisms.

Q.—When did he begin to talk to you, in all regard to your association and friendship for Mr. Beecher?

A.—I think I had no visit from Mr. Beecher before 1866. That is the first that I remember.

Q.—What was the criticism in regard to Beecher and yourself which Tilton made?

A.—He said that we were not doing as well as we might. He said that we were not doing as well as we might. He said that we were not doing as well as we might.

Q.—Did he say anything about your association with Mr. Beecher?

A.—Yes, he said that we were not doing as well as we might. He said that we were not doing as well as we might. He said that we were not doing as well as we might.

Q.—Did he say anything about your association with Mr. Beecher?

A.—Yes, he said that we were not doing as well as we might. He said that we were not doing as well as we might. He said that we were not doing as well as we might.

Q.—Did he say anything about your association with Mr. Beecher?

A.—Yes, he said that we were not doing as well as we might. He said that we were not doing as well as we might. He said that we were not doing as well as we might.

Q.—Did he say anything about your association with Mr. Beecher?

A.—Yes, he said that we were not doing as well as we might. He said that we were not doing as well as we might. He said that we were not doing as well as we might.

Q.—Did he say anything about your association with Mr. Beecher?

Q.—Did he say anything about your association with Mr. Beecher?

A.—Yes, he said that we were not doing as well as we might. He said that we were not doing as well as we might. He said that we were not doing as well as we might.

Q.—Did he say anything about your association with Mr. Beecher?

A.—Yes, he said that we were not doing as well as we might. He said that we were not doing as well as we might. He said that we were not doing as well as we might.

Q.—Did he say anything about your association with Mr. Beecher?

A.—Yes, he said that we were not doing as well as we might. He said that we were not doing as well as we might. He said that we were not doing as well as we might.

Q.—Did he say anything about your association with Mr. Beecher?

A.—Yes, he said that we were not doing as well as we might. He said that we were not doing as well as we might. He said that we were not doing as well as we might.

Q.—Did he say anything about your association with Mr. Beecher?

A.—Yes, he said that we were not doing as well as we might. He said that we were not doing as well as we might. He said that we were not doing as well as we might.

Q.—Did he say anything about your association with Mr. Beecher?

A.—Yes, he said that we were not doing as well as we might. He said that we were not doing as well as we might. He said that we were not doing as well as we might.

Q.—Did he say anything about your association with Mr. Beecher?

A.—Yes, he said that we were not doing as well as we might. He said that we were not doing as well as we might. He said that we were not doing as well as we might.

Q.—Did he say anything about your association with Mr. Beecher?

A.—Yes, he said that we were not doing as well as we might. He said that we were not doing as well as we might. He said that we were not doing as well as we might.

Q.—Did he say anything about your association with Mr. Beecher?

A.—Yes, he said that we were not doing as well as we might. He said that we were not doing as well as we might. He said that we were not doing as well as we might.

Q.—Did he say anything about your association with Mr. Beecher?

A.—Yes, he said that we were not doing as well as we might. He said that we were not doing as well as we might. He said that we were not doing as well as we might.

Q.—Did he say anything about your association with Mr. Beecher?

A.—Yes, he said that we were not doing as well as we might. He said that we were not doing as well as we might. He said that we were not doing as well as we might.

Q.—Did he say anything about your association with Mr. Beecher?

A.—Yes, he said that we were not doing as well as we might. He said that we were not doing as well as we might. He said that we were not doing as well as we might.

Q.—Did he say anything about your association with Mr. Beecher?

A.—Yes, he said that we were not doing as well as we might. He said that we were not doing as well as we might. He said that we were not doing as well as we might.

Q.—Did he say anything about your association with Mr. Beecher?

A.—Yes, he said that we were not doing as well as we might. He said that we were not doing as well as we might. He said that we were not doing as well as we might.

Q.—Did he say anything about your association with Mr. Beecher?

A.—Yes, he said that we were not doing as well as we might. He said that we were not doing as well as we might. He said that we were not doing as well as we might.

Q.—Did he say anything about your association with Mr. Beecher?

A.—Yes, he said that we were not doing as well as we might. He said that we were not doing as well as we might. He said that we were not doing as well as we might.

Q.—Did he say anything about your association with Mr. Beecher?

A.—Yes, he said that we were not doing as well as we might. He said that we were not doing as well as we might. He said that we were not doing as well as we might.

Q.—Did he say anything about your association with Mr. Beecher?

A.—Yes, he said that we were not doing as well as we might. He said that we were not doing as well as we might. He said that we were not doing as well as we might.

Q.—Did he say anything about your association with Mr. Beecher?

A.—Yes, he said that we were not doing as well as we might. He said that we were not doing as well as we might. He said that we were not doing as well as we might.

Q.—Did he say anything about your association with Mr. Beecher?

A.—Yes, he said that we were not doing as well as we might. He said that we were not doing as well as we might. He said that we were not doing as well as we might.

Q.—Did he say anything about your association with Mr. Beecher?

A.—Yes, he said that we were not doing as well as we might. He said that we were not doing as well as we might. He said that we were not doing as well as we might.

Q.—Did he say anything about your association with Mr. Beecher?

A.—Yes, he said that we were not doing as well as we might. He said that we were not doing as well as we might. He said that we were not doing as well as we might.

Q.—Did he say anything about your association with Mr. Beecher?

A.—Yes, he said that we were not doing as well as we might. He said that we were not doing as well as we might. He said that we were not doing as well as we might.

Q.—Did he say anything about your association with Mr. Beecher?

A.—Yes, he said that we were not doing as well as we might. He said that we were not doing as well as we might. He said that we were not doing as well as we might.

Q.—Did he say anything about your association with Mr. Beecher?

A.—Yes, he said that we were not doing as well as we might. He said that we were not doing as well as we might. He said that we were not doing as well as we might.

Q.—Did he say anything about your association with Mr. Beecher?

A.—Yes, he said that we were not doing as well as we might. He said that we were not doing as well as we might. He said that we were not doing as well as we might.

Q.—Did he say anything about your association with Mr. Beecher?

A.—Yes, he said that we were not doing as well as we might. He said that we were not doing as well as we might. He said that we were not doing as well as we might.

Q.—Did he say anything about your association with Mr. Beecher?

A.—Yes, he said that we were not doing as well as we might. He said that we were not doing as well as we might. He said that we were not doing as well as we might.

RAILROAD NEWS.

Suits in the Wisconsin Supreme Court under the Potter Law.

The Day Consumed in Arguments on Technical Points.

Affairs of the Gilman, Clinton & Springfield Road Again in Court.

Attempt to Oust Hinckley and Reinstall the Directors.

Miscellaneous Railroad News.

THE WISCONSIN LAW.

THE INJUNCTION CASE BROUGHT IN THE SUPREME COURT AT MADISON.

Special Dispatch to The Chicago Tribune.

Madison, Wis., Aug. 4.—The Supreme Court room presented an unusual aspect this afternoon. Fifty or more chairs were brought to accommodate the throng of people assembled to witness the opening proceedings in the injunction suits brought by the State against the Chicago & Northwestern and Milwaukee & St. Paul Railway Companies. On Saturday last, Judge Dyer retired from the case as associate counsel for the State, but he was induced to continue. The Hon. H. S. Orton was also retained in the case. The Hon. J. C. Sloan appeared for Attorney-General C. C. Sloan, who is not here. The railways were represented by the Hon. B. C. Cook, General Solicitor of the Chicago & Northwestern Railway, ex-Chief Justice Lawrence, of Chicago; the Hon. George B. Smith, of Madison; the Hon. John W. Cary, General Solicitor of the Milwaukee & St. Paul Railway; and Judge P. L. Spooner, of Madison. The case was set for 10 o'clock, but by general consent, to allow time for consultation, it was not called until half-past 2 p. m. There was a full bench present when the case against the Chicago & Northwestern Railway Company was called by Assistant Attorney-General Sloan, Smith, of Madison.

OBJECTION TO THE COMPLAINT.

filed by the Attorney-General, that it was not sworn to, as required by the Wisconsin statutes; neither was any specific allegation charged. It was therefore moved that the complaint be dismissed. After stating authorities in support of his motion, Mr. Smith concluded by reading Sec. 21, para. 144, Taylor's Statutes of Wisconsin, which says: "And when the State or any officer thereof in its behalf is a party, verification may be made by any person acquainted with the facts."

ANSWER BY ATTORNEY-GENERAL SLOAN.

supported the Court had common-law jurisdiction of the case. They had followed the practice which never required the Attorney-General to verify information filed by him. The assertions in the complaint were to be taken as true until shown to be untrue.

Chief Justice Ryan called for the reading of the complaint. The Court had not seen the plea.

Mr. Smith suggested that if his motion prevailed the Court would neither need nor care to read the plea. But the Court insisted, whereupon Mr. Sloan read the complaint, and Mr. Smith read the answer.

The complaint charged the Chicago & Northwestern Railway Company with a violation of the Potter law, and prayed for a preliminary injunction to compel the Company to conform to the law.

The answer interposed a general denial, and admitted only the allegations that the Company was a corporation, created by the laws of Wisconsin. It denied the jurisdiction of the court; claimed that

THE POTTER ACT WAS A SPECIAL LAW.

In direct contravention of the constitutional provision prohibiting the enactment of special laws; set up the conflict between the Potter law and two acts passed subsequently hereto; and made several other important points raised in the recent case decided here in the United States Circuit Court.

Mr. Justice Cook understood Mr. Sloan to argue, in effect, that the Wisconsin statute quoted did not apply to this case.

Mr. Sloan did not assume that. I understood this to be a case in which the State had original jurisdiction. In the exercise of that jurisdiction, this Court is governed by the general practice of the State.

Mr. Cook argued that the answer of the Northwestern Railway, stating that the Company had made equitable tariffs of freight and fare, did not necessarily imply that they were not in compliance with the law. The Attorney-General, having charged the defense with being unable to quote the statute, was not authorized to grant an injunction until the law was read in full.

Mr. Gary replied in a powerful speech, charging that if the Attorney-General's plea were sustained, it would be a denial of the law, and a denial of the law, and a denial of the law.

THE COMPANY WAS VIOLATING THE LAW.

The inference was very strong in that direction. The Chief Justice suggested that the State might as well ignore the statute and go to the Constitution for guidance in the case, as the suit was without precedent in Wisconsin. This Court must establish the rule for its conduct.

Judge Lawrence did not believe a precedent could be found in any English or American report for an application for a preliminary injunction to restrain a railroad from operating an authorized line. In his own experience he never knew of such proceeding, and had not believed that the law would be so construed.

Judge Spooner, of Madison, argued ably and at length against the right of the Attorney-General to ask for a preliminary injunction if not possible. At no time was it less than frequently declaratory and occasionally very windy. Judging by the opening, time seems to be of little account. From the indications the case may occupy the entire week.

Just before 6 o'clock Chief Justice Ryan said: "We discuss this to-morrow morning. If we have light we can upon the motion, and if we can come to a clear conclusion upon it we will decide it to-morrow morning. If not, we will allow the Attorney-General to go on with his motion for a preliminary injunction. I think you can find precedents where injunctions have been applied for on the official warrant of the Attorney-General, with or without verification. If you do not enable us to decide it as a preliminary point, we will allow the motion to stand and decide it with the main question."

Gen. Smith said that was just what the defense did not want the Court to do.

THEY HAD OTHER MOTIONS TO MAKE in case this was decided adversely to the railways, which, if given in favor of the companies, would render it unnecessary to argue the main question.

Judge Lawrence further explained the desire of the defendants to have these preliminary points decided separately as presented, was to embarrass the main question, and save the valuable time of the Court and counsel.

The Chief Justice said whatever was discussed in the case must be thoroughly discussed.

(See Fifth Page.)

et and unchanged.

MARINE.

of Chikama, Aug. 6.
 ABATED.
 Tenominee, lumber.
 Lomine, lumber.
 ss. Menominee, lumber.
 ss. Menominee, lumber.
 Lomine, lumber.
 ss. Saginaw, lumber.
 Saginaw, lumber.
 L. Muskegon, lumber.
 Muskegon, lumber.
 Lomine, sandrags.
 Wagon, sandrags.
 Muskegon, sandrags.
 Muskegon, sandrags.
 Benton Harbor, sandrags.
 Saginaw, sandrags.
 Saginaw, coal.
 Detroit, coal.
 Other Dist. wood.
 ss. Alpena, lumber.
 Alpena, lumber.
 Saginaw, coal.
 Buffalo, coal.
 J. Joseph, lumber.
 Ludwig's Pier, lumber.

[illegible]

Buffalo, 14,000 bu corn
Redn, 25 bags seed.
Green Bay, sundries.
Grand Haven, sundries.
Irao, 25,000 bu wheat,
sundries.
Benton Harbor, sundries.
Joseph, sundries.
Stowec, sundries.
Clear light.

Lake Freight
and at 25c for corn to B.
Engagements: To Bu
Moore, H. C. Waples,
25c; Prof Scott, who
Monterey, N. E.
Guiding Star, who
Lincoln and Isagar, who
capacity, 70,000 bu.

Passed Fort Harro

ing. Secola, V. H. Z. 2
and comm; schrs B.
B. Barwick, John M. D.
Louis.
; warm weather.

Steamers got released, and
and without an accident,
a Campbell, white route
ceder bridge, collided at
considerable injury. She
thousand dry dock for
Suffolk which came here
condition, having met with
Inland, has gone to Milw

lost her jibboom and
the harbor.

RECOVERED.
The ship of the Anchor Line
at firm; supposed.
The keel, and two in the
one two had been
she returned. The leak
two stems. One of the
an inch in diameter, and
contain a man's fist,
and the hull of the projec

by the Lighthouse. Dea
light will be shown from
the west side of the
Lane Royle, about 20 m
or 30 miles.

Big Point an Soule, and
ly to be operated, neces-
sity in place in about ten
miles of the river. The
Cotton and Alice whar-
ves were unable to secure
the cargo and, willing to
lose it, they have been
and, therefore, these dock-
ers have gone to drink with
the drunken John Williams
and have dropped the anchor
on Saturday, it having be-
come necessary to call, Al-
ice and from the wharves.
Warner, agent at the
last Wednesday, was glad
it is in the hands of the
and for a steam barge to
has just run the trip in
of two days. She has
00 bu corn, 2,650 bush-
els of hay, besides sundry
sufficient cargo for three
hands employed on some

part of last season, by being taken up on Lake Huron, the mercy of the elements and entire force consisted in Captain, a force not in bad weather, it has the following in view: "Two cents and a half to Boston, and made to a vessel-owner in such manner, and what he takes up, the only cost of it was Chicago, which passed down. Furs are, upon which the first are several factors, each freight was \$2.10; twenty charters have been reported only three being lower than published. A charter was day, corn, Toledo to K.

It was generally supposed to light, that the W. of the lake steamer was carrying the fact that Ontario in 1896, with an

ated work, however, on and states that in 1911, having established a home in the winter of 1912, a s Orleans. She made a to New Orleans in 1912, provided with a room and no mate. She was w, by striking a snag ne
free.
romantic gives the follow
the woman engaged in the
and cleared from the po
4, and does not include it
nt:
ENTURED. C
No. Tons. C
54 25.433
8 2.754
3811.976
87 25.111
1 2.011
2 80

186 65,600

Medical Journal reports
phobia of "a fine li-
ars of age," adding the
sing points about the
during which the lit-
ent in the use of the
language imaginable."

1870



